

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

TONY KOLE, *et al.*,

Plaintiffs,

v.

VILLAGE OF NORRIDGE,

Defendant.

No. 11-CV-03871

Hon. Judge Thomas M. Durkin
U.S. District Judge

Hon. Morton Denlow
U.S. Magistrate Judge

**DEFENDANT'S RESPONSE TO
PLAINTIFFS' MOTION FOR PRELIMINARY INJUNCTION**

NOW COMES Defendant, Village of Norridge, by its counsel, and in response to Plaintiffs' Motion for Preliminary Injunction states as follows:

1. On November 27, 2013, this Court granted Plaintiffs' motion for preliminary injunction (Doc. No. 102) as to the entry of a temporary restraining order ("TRO"), enjoining the Village from a) enforcing the "Revised Ordinance," such that Plaintiffs would be prohibited from operating in the Village of Norridge as a weapons dealer after November 30, 2013; and b) from enforcing any Village ordinance, or provision of the so-called "Ultra Vires Agreement" (the "Agreement") which prohibits Plaintiffs from operating as a weapons dealer in the Village of Norridge.

2. On December 11, 2013, the Village adopted a new weapons dealer ordinance, allowing weapons dealers in non-sensitive areas as a special use in the B-3 General Business District (the "New Ordinance").

3. On December 29, 2013, the TRO was set to expire, but the Village agreed to extend the TRO to April 1, 2014.

4. On January 31, 2014, Plaintiffs filed a motion (Doc. No. 116) asking this Court to preliminarily enjoin the Defendants from enforcing a) Sections 22-362, 22-663.B.2.e and/or 22-364.G of the New Ordinance regulating weapons dealers in the Village against the Plaintiffs; and b) any Village ordinance, or provision of the Agreement which prohibits or unfairly inhibits Plaintiffs from operating as a weapons dealer in the Village.

5. The Village agrees to extend the existing TRO until the decision on the outcome of the instant litigation (or for one additional year, whichever is less).

6. Of course, the Plaintiffs would be required to pay outstanding license fees, or the Plaintiffs' weapons dealer license would be deemed expired.

7. Where the Village has agreed to extend the TRO, Plaintiffs' instant motion for preliminary injunction (Doc. No. 116) is moot because the TRO would maintain the *status quo* and prohibit enforcement of any ordinance or Agreement provision that would prohibit the Plaintiffs from continuing their weapons dealer business in the Village of Norridge, as currently operating.

8. Accordingly, the presentation of extensive briefs, witnesses, or evidence in opposition to Plaintiffs' motion is unnecessary.

WHEREFORE, Defendant prays that this Court deny Plaintiffs' instant request for a preliminary injunction as moot.

VILLAGE OF NORRIDGE

/s/ Thomas G. DiCianni

One of its attorneys

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CERTIFICATE OF SERVICE

I hereby certify that on March 5, 2014, I electronically filed the foregoing **Defendant's Response to Plaintiffs' Motion for Preliminary Injunction** with the Clerk of the Court using the CM/ECF system, which will automatically send electronic notification to:

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